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U.S. Supreme Court ◯
U.S. Court of Federal Claims ◯
U.S. Court of Appeals for the Armed Forces ◯
U.S. Court of Appeals for the Federal Circuit ◯

PLEASE RESPOND TO OUR NEW JERSEY OFFICE

May 21, 2008

VIA ECF

Honorable Joseph F. Bianco
United States District Judge
Eastern District of New York
100 Federal Plaza
Courtroom 920
Central Islip, New York 11722

Re: Shawna Thibodeau v. Pinnacle FX Investments, Razor FX, Inc., Dexter Bell, Roland Francis & Michael Richard Maccaull
08 CV 01662(JFB)

Dear Judge Bianco:

This firm represents the Defendants, Pinnacle FX Investments, Dexter Bell and Roland Francis in the above-referenced matter.

This letter is respectfully submitted, in accordance with Your Honor's individual court rules and a phone conversation I had yesterday with Your Honor's chambers, to request a pre-motion conference at which we intend to seek permission to file a motion, pursuant to Fed. R. Civ. P. 12(b)(2)-(5), to dismiss the complaint in the above-captioned action.

Specifically, the Defendants' motion will contend that the transaction between the Plaintiff and the Defendant, Pinnacle FX Investments which is the basis of the Plaintiff's claim, has a provision that states,

13. Jurisdiction and Service of Process. The parties irrevocably consent to the jurisdiction of the courts of the state in which the Partnership maintains

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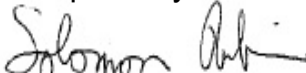
its principal office from time to time and of any Federal court located in such state in connection with any action or proceeding arising out of or relating to this Subscription Agreement and/or the Agreement. Each party waives personal service of any summons, complaint or other process and agrees that service thereof may be made in accordance with the provisions of the Agreement.

The Defendants' motion will contend that Pinnacle FX's sole office is in the State of Washington, and that jurisdictional clauses are prima facie valid. *M/S Bremen v. Zapata Off-Shore Company*, 407 U.S. 1 (1972).

The Defendants' motion will further contend that Pinnacle FX has no presence in New York and the agreement between the parties was signed by the Plaintiff in the State of California and accepted by the Defendant, Pinnacle FX in the State of Washington. The Defendants will further argue that the individual Defendants, Dexter Bell, and Roland Francis do not have the minimum contacts with New York so as to require them to defend the matter in New York.

I thank Your Honor for your attention to this matter.

Respectfully submitted,


Solomon Rubin

cc: Kevin P. Conway, Esq. (Via facsimile 212-938-1207)